



Rental Agreement

Kennett Area Senior Center

427 S. Walnut St.

Kennett Square, PA 19348

Phone: 610-444-4819

E-mail: Sdamico@KennettSeniorCenter.org

Business, Organization, or Individual Name(s):	John Smith	Contact Daytime Phone:	(610) XXX-XXXX
Street Address:	103 Main Street	Contact Cell Phone:	Same
City, State, Zip:	Kennett Square, PA 19348	Contact E-mail Address	johnsmith@xxx.com
Contact Name:	John Smith	Event Description	50 th Birthday Celebration
Date of Event:	Day, Month, Date & Year of Rental	Set Up Time: Guest Arrival Time: Bldg. Departure Time: Total Rental Time:	4:00 pm 5:30 pm 11:00 pm 7 hours
Room / Kitchen Use:	Shade Hall & the 2 main restrooms, coat hallway, Wendel Room (for food/drinks) and 1 Wendel Room restroom	No. of Guests: 120 people	Rental Fee: 4 hours @\$150/hour for 4 hours Hours 5 & 6 \$100/hour for 2 hours Hour 7 \$75/hour for 1 hour Total rental fee is \$875, due by (2 weeks prior to event) Security Deposit – \$300, due upon return of the Rental Agreement
Dining Table Type selection/Notes: Shade Hall – (15) 60-inch round tables with 8 seats and (2) 8-foot long rectangular tables for other purposes to be placed along the windows. Wendel Room – (4) 8-foot long tables for food and drinks: (3) along the long wall and (1) added to create an “L” shape Provide water for Sterno trays if needed / provide ice if needed			Caterer Name, address, Contact information: Add if applicable.

AGREEMENT TERMS

The undersigned agrees that the terms set out below are the basis of an understanding between Kennett Area Senior Center (Herein referred to as KASC) and John Smith (herein referred to as RENTER) and are binding upon both parties. Accordingly, the undersigned agrees to the following:

REFUNDABLE SECURITY DEPOSIT

Upon execution and return of this Agreement, a security deposit of \$300 is due via cash or check made payable to Kennett Area Senior Center. The signed Rental Agreement is due no later than 1 week after receipt by you.

Provided there are no damages to the property or furnishings and provided you do not utilize your rented space beyond the time outlined in this Agreement, a check for the return of your deposit will be mailed to you within 5 business days after your event.

PAYMENT & RENTAL FEE

The rental fee for Shade Hall and the Wendel Room (for food buffet and drink station) is \$875. The full rental fee is due no later than 2 weeks before the event, and may be paid via cash or check.

UNDERSTANDING OF SCOPE OF USE

RENTER will be using the space for a 50th Birthday Celebration.

DAYS/TIMES OF USE

Day, Month, Date and Year from 4:00 pm to 11:00 pm (7 hours total rental time).

BUILDING ACCESS AND DEPARTURE

The Rental Assistant will arrive on day of use to open the building and will assist with any last-minute set-up needs. The Rental Assistant will remain in the building during the event. RENTER will be provided with a cell phone number for the Rental Assistant and is asked to call that individual with any needs and to notify him/her when you are ready to depart the building.

SPACE TO BE UTILIZED

RENTER may utilize the Shade Hall, its 2 bathrooms, the coat hallway, the Wendel Room and its large bathroom. RENTER shall not utilize any other portions of the building.

KITCHEN ACCESS RESTRICTION

The commercial kitchen is not included in the rental. The RENTER, the RENTER'S guests, and any vendors hired by the RENTER are prohibited from entering or using the commercial kitchen for any reason.

STORAGE OR DROP-OFF

If RENTER is providing special personal or third-party items for the event (such as rented glassware, electronic equipment, etc.), no items may be dropped off prior to the day of the event, nor can anything be stored on-site for any period of time.

KASC has programs ongoing throughout the week and does not have any storage area for such items. Additionally, leaving unattended items outside is not appropriate for safety or security.

Personal or third-party items, if any, must be removed at the end of the event on the day of the event. KASC assumes no responsibility or liability for any such items left behind following the completion of the event.

PARKING

Guests may park on-site in KASC's parking lot. Fifty-Seven spaces, including 10 accessible spaces are available. Street parking is available on one side of S. Walnut Street.

TABLES & CHAIRS

RENTER may utilize KASC's tables and chairs. Due to floor protection needs, RENTER may not move tables after set up. Should you discover a need during the event, please contact the Rental Assistant for assistance. KASC will provide room set up and breakdown of tables and chairs.

DAMAGE, BREAKAGE, MISUSE

The undersigned is responsible for breakage, damage, or misuse of any property of KASC. This shall include damages by RENTER, guests of RENTER, caterers and staff of caterer, or third-party individuals delivering or picking-up items being supplied by RENTER.

ROOM CAPACITY

The maximum room capacity shall not be exceeded at any time during the event. The maximum capacity of Shade Hall is 120. The room capacity of the Wendel room is 65 (theater-style seating); or 40 (dining guests with buffet tables for food).

MISCELLANEOUS PROVISIONS

No tape (including painter's tape), staples, glue products, command strips, putty products, pushpins or tacks may be used on walls, woodwork, floor, trim, ceiling, or windows. No items may be hung from the ceiling grid or tiles.

All trash must be put in trash cans and the building must be vacated at the end of the rental period.

Balloons must be fully deflated before being placed in the trash.

Children's bubbles or bubble machines may not be used.

Inflatables such as, but not limited to, slides and bouncy houses may not be used indoors or outdoors.

Heavy items which may cause floor damage when being moved, may not be used unless care is taken to prevent damage. Any outside items you may bring in must be on clean, non-damaging wheels, padded on the bottom to prevent damage or be able to be carried and safely set up and removed.

RENTER shall be responsible for returning the venue to the condition in which it was provided to them. All property belonging to RENTER's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period.

No smoke machines may be used and no confetti or loose glitter shall be distributed or used during the event.

For guest seating, KASC will provide round, 60-inch round tables and chairs. Each table will seat 6 to 8 guests. Any additional tables requested for food, cake, gifts etc. will be provided. Food and gift tables are 8-feet in length. RENTER shall provide their own table cloths and any decorations which may be desired. Standard 105" long table cloths generally fit the 8-foot tables and 90-inch tablecloths fit the dining tables (with a 15-inch drop).

Smoking is not permitted except outside the building. There is a cigarette receptacle outside the main doors. Please ask guests that smoke to use the receptacle.

No indoor cooking is permitted. Patio area or portion of the parking lot may be used for outdoor cooking.

ALCOHOLIC BEVERAGES

Consumption of alcoholic beverages is permitted inside the building only. The undersigned is responsible for understanding and complying with all Pennsylvania statutes regarding the serving of alcohol to event attendees. Under no circumstances may alcohol be sold or attempted to be sold at any event held at KASC.

ELECTRONICS

KASC does not provide rental or usage of any electronic equipment such as microphones, projectors, screens, sound system etc. The use of such items is expressly not included in the room rental fee.

CERTIFICATE OF INSURANCE

If a business or organization is renting, a certificate of insurance naming the "Kennett Area Senior Center, its officers, board, agents, employees and volunteers as additional insured" must be provided no less than two weeks before your event.

NOTICE OF END OF AGREEMENT

Either party may terminate this Agreement with written notice given as soon as possible and as far in advance of the date of use as possible. Notice of cancellation must be in writing. Should KASC be forced to cancel, all sums RENTER has paid will be refunded or if desired, applied to an alternative event date.

The parties understand that when reserved in advance by RENTER, KASC shall be forgoing rental of the facilities to any other prospective renter in anticipation of the commitment of the RENTER. Should RENTER find the need to cancel the Agreement and rental plans within 1 month of the anticipated rental date, KASC shall be due a cancellation fee of the greater of 35% of the agreed to rental fee or the sum of \$200. Should RENTER cancel the Agreement and rental plans earlier than 1 month in advance of the anticipated rental date, a \$200 processing fee shall be charged for the cancellation. In such event, KASC will refund the sums you have paid minus the cost of cancellation and such refund shall be made within 15 business days following the cancellation.

INDEMNIFICATION

KASC and the RENTER agree that the RENTER, and in the case of a corporate RENTER, its officers, directors, staff, employees & volunteers will undertake and be solely responsible for the conduct of RENTER's staff, volunteers, guests and any other party they permit in the building. RENTER indemnifies and holds KASC, its officers, board, agents, employees and volunteers harmless from any and all damages or other costs, including reasonable attorney's fees, which result, in any manner from RENTER staff, volunteers, guests and any other party they permit in the building. This indemnification shall include claims for contracting or transmitting contagious diseases including but not limited to COVID 19 and shall be effective for the duration of this Agreement and for all times which RENTER staff, volunteers and guests are present at KASC.

MORE THAN ONE CONTRACTING PARTY – JOINTLY AND SEVERALLY RESPONSIBLE

In the event that there is more than one contracting party to this Agreement, then the contracting parties understand and agree that they are jointly and severally responsible for complying with the terms of this Agreement, including, but not

limited to paying the contract price due under this Agreement. The undersigned further understand and agree that if he/she/they are executing this Agreement as a representative of a company or other organization, then they are also agreeing to be individually responsible for the contract price due under this Agreement.

ENTIRE AGREEMENT

This Agreement contains the entire understanding and Agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and other agreements, understandings, inducements and conditions whether expressed or implied, oral or written except as contained herein. This Agreement may not be modified or amended other than by an agreement in writing signed by authorized representatives of KASC and RENTER.

BREACH

In the event that the RENTER breaches any of the provisions of this Agreement, then RENTER agrees to pay all costs and expenses, including attorney's fees, incurred by KASC, in enforcing the terms of this contract.

EXECUTION

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

AGREEMENT TO SURVIVE

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision hereof, and the remaining portions of this Agreement shall be construed to be valid and enforceable as if such invalid, illegal or unenforceable provision had never been contained herein.

Agrees on this _____ day of _____ AD2025.
(month)

RENTER'S Authorized Representative Signature

RENTER'S Authorized Representative Name (PRINT)

RENTER'S Authorized Representative Signature

RENTER'S Authorized Representative Name (PRINT)

Kennett Area Senior Center Executive Director
Senior Center Executive Director

Date